



**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption is in Compliance with D.N.J.L.BR. 9004-1
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In Re:

JOSEPH P. PAPPALARDO

Debtor

Order Filed on July 20, 2021
by Clerk
U.S. Bankruptcy Court
District of New Jersey

Case No.: 19-19108(JNP)

Hearing Date: N/A

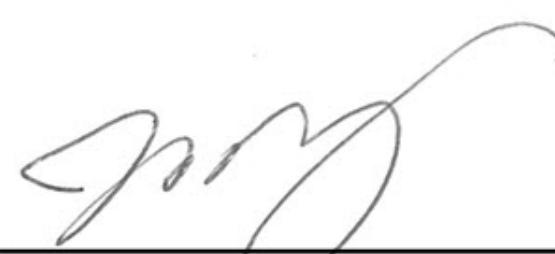
Judge: Jerrold N. Poslusny Jr.

Chapter: 13

**CONSENT ORDER RESOLVING
CREDITOR, ALLY CAPITAL'S MOTION FOR RELIEF FROM STAY**

The relief set forth on the following page, numbered two (2) through four (4) is hereby ORDERED.

DATED: July 20, 2021


Honorable Jerrold N. Poslusny, Jr.
United States Bankruptcy Court

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Debtor: Joseph . Pappalardo

Case No.: 19-19108(JNP)

Caption of Order: CONSENT ORDER RESOLVING CREDITOR, ALLY CAPITAL'S MOTION FOR RELIEF FROM STAY

This Consent Order is entered into by and between the Debtor Joseph P. Pappalardo, by and through her counsel, Andrew B. Finberg, Esquire, and the Law Offices of Andrew B. Finberg, LLC and Ally Capital, by and through its counsel, Regina Cohen, Esquire and the Law Offices of Lavin, Cedrone, Graver, Boyd & Disipio, in order to resolve Ally Capital's Motion for Relief from Stay filed with this Court on June 23, 2021.

AND NOW COMES Ally Capital, by and through their counsel, and state as follows:

Mr. Joseph P. Pappalardo (the "Debtor") financed the purchase of a 2013 Land Rover Range Rover Sport, VIN: SALSF2D40DA780395 (the "Vehicle") pursuant to the terms of a Retail Installment Sale Contract dated September 23, 2017 (the "Contract") which has been assigned to Ally Capital.

Pursuant to the Contract, Ally Capital maintains a perfected security interest in and to: (a) the Vehicle; (b) accessories, equipment and replacement parts installed in the Vehicle; and (c) service contracts on the Vehicle.

The Debtor desires to retain possession of the Vehicle and provide adequate protection for Ally Capital's interest in the Vehicle.

It is hereby stipulated and agreed by and between Debtor and Ally Capital as follows:

ORDERED that the Debtor is \$804.76 in post-petition arrears through and including the June 23, 2021 due payment. The Debtor acknowledges his account is in post-petition arrears in the amount of \$804.76 through and including the June 23, 2021 due payment.

ORDERED that the Debtor shall cure the post-petition arrears in the amount of \$804.76 plus \$500.00 in costs and fees for a total of \$1,304.76 by paying an additional payment of

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\$217.46 (which, along with the regular contractual payment due in the amount of \$402.38, will result in a total payment of \$619.84) monthly for six (6) months commencing with a payment due on or before July 23, 2021 and ending with a payment due on or before December 23, 2021. Said payment shall be forwarded to: Ally Capital, Payment Processing Center, P.O. Box 78234, Phoenix, AZ 85062-8234.

ORDERED that the Debtor shall resume making regular monthly contractual payments in the amount of \$402.38 each, commencing with the payment due on or before January 23, 2022. Pursuant to the Contract, a late charge may be assessed for any payment not received in full within ten (10) days after it is due. Said payments shall be forwarded to: Ally Capital, Payment Processing Center, P.O. Box 78234, Phoenix, AZ 85062-8234.

ORDERED that the Debtor shall make the July 23, 2021 cure payment and all future payments on time. Said payments shall be forwarded to: Ally Capital, Payment Processing Center, P.O. Box 78234, Phoenix, AZ 85062-8234.

ORDERED that all payments shall be made payable to Ally and include Debtor's account number.

ORDERED that the Debtor hereby agree to maintain insurance coverage in such types and amounts as are required by the Contract until such time as all amounts due Ally Capital under the Contract are paid in full.

ORDERED that if Debtor fails to comply with any of the stipulated terms herein, or if Debtor fails to make the regular payments due and owing within ten (10) days of due date, Ally Capital will give Debtor and Debtor's counsel notice by facsimile, first class mail or e-mail. Debtor will have ten (10) days to bring the account current. If the account is not brought current

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within the ten (10) day period, Ally Capital may be granted relief from the automatic stay imposed by 11 U.S.C. §362 with respect to the Vehicle as to the Debtor upon filing a Certification of Counsel that Debtor is in default, together with a proposed Order to the Bankruptcy Court, and serving copies of the same upon the Debtor, Debtor's counsel and Chapter 13 Trustee. It is also expressly understood that the notice and cure period provided herein, only applies with respect to Ally Capital's ability to obtain relief from the automatic stay in this bankruptcy case and does not in any way apply to or restrict Ally Capital's ability to pursue its rights pursuant to the Contract.

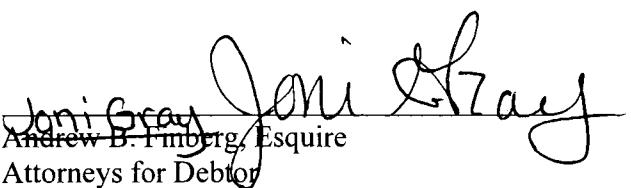
ORDERED that if for any reason Debtor(s)' case is closed, terminated, dismissed or converted, the parties hereto agree and acknowledge that the terms of this agreed/stipulated order will be null and void and the parties are returned to the status quo with their respective rights under state law and the Contract.

ORDERED that this Consent Order may be executed by facsimile and such facsimile signatures shall be deemed as originals.

ORDERED that the signature pages of this Consent Order may be executed in counterpart and all such signature pages, when attached, shall become part of the original Consent Order.

/s/ Regina Cohen

Regina Cohen, Esquire
Attorney for Ally Capital


Regina Cohen, Esquire
Attorneys for Debtor